No. A-66

In The

Supreme Court of the United States

October Term, 1999

LEON AKSELRAD,

Petitioner,

vs.

CITY OF PHILADELPHIA, et al.,

Respondents.

Petition for a Writ of Certiorari to the United States Court of Appeals for the Third Circuit

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

I. Will sabotage of an Airport Security System be Overlooked? (especially in light of recent drug trafficing arrests at Miami International Airport)

II. Will continued Sabotage of an Airport Security System be allowed under pretext of necessary patch up?

III. Should an employee who observes the sabotage reports it and is totally frustrated in his efforts who then invents/designs an airport security circuit at his own expense and his time have the invention stolen by his employer?

IV. Do then the perpertrators of the sabotage harrasment and theft of intellectual property have to pay damages under Quasi Contract Unjust Enrichment Doctrine?

PARTIES TO THE PROCEEDING

The names of the parties to the procedings in the court whose judgement is sought to be reviewed here appear in the caption of the case. There may be other parties and companies involved.

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Pro-Se Petitioner LEON AKSELRAD respectfully requests that a writ of certiorari be issued to review the judgement of the United States Court of Appeals for the Third Circuit.

OPINIONS BELOW

The opinion of the United States Court of Appeals for the Third Circuit LEON AKSELRAD v CITY of PHILADELPHIA et al NO. 98-1178 is not published.

The opinion of the United States District Court in LEON AKSELRAD v CITY of PHILADELPHIA et al No. 96CV5192 may-be published.

STATEMENT OF JURISDICTION

The Judgement of the United States Court of Appeals for the Third Circuit was entered on April 29, 1999.

The Jurisdiction of this court is invoked under 28 U.S.C. 1253 (1).

LAWS AND STATUTORY PROVISIONS INVOLVED

Federal; Rule of Civil procedure 60(b)(6) provides:

> (b) On motion upon such terms as are just, the court may relieve a party or a party's legal representatives from final judgement, order, or proceedings for the following reasons:.....(6) Any other reason justifying relief from the operation of the Judgement.

PA State Law

Quasi Contract Unjust Enrichment Doctrine

STATEMENT OF THE CASE

In 1991 Prior to the Gulf War city contractors jackhammered inside the Airport Security Computer Room damaging the computer. The plaintiff notified FAA Agents Roberts and Jose Llanos of Philadelphia International Airport Field Security unit of the occurrence. The FAA threw the contractors out. Later that year Plaintiff was harassed and fired.

The civil service commission in May 1993 reinstated plaintiff.

In 1993-1994 a faulty door alarm circuit was being installed throughout the Airport completely compromising the security system in terminals B, C, D and E.

Plaintiff designed a Circuit at his own expense and time. Some city time was used. The city through Bob Cusick and Dennis Edelman copied the circuit and installed it throughout the Airport not compensating plaintiff for his contribution. When Plaintiff objected he was harassed and eventually terminated in October 1995.

QUASI CONTRACT UNJUST ENRICHMENT CLAIM ARGUMENT

Element 1 - Appreciation or knowledge by defendants of benefit. Stipulated $48 Paid by Airport Technical Services to Plaintiff. Paid after perfection stage (that presume's a Quasi Contract). My expenses were over $100. Please see exhibits and credit card payment records.

Element 2 - Benefit conferred upon the city by Plaintiff. An excellent security system at the airport saved millions of dollars. Evidence Airports Pamphlet of project costs at terminals B, C, D, E. Pamphlet presented to the court for inspection. Also, city attorneys' gave me credit for an excellent security system at the airport. I will cite two Supreme Court decisions to support my case.

Element 3 - Defendants retained circuit and did not compensate plaintiff. According to a leading Supreme Court Decision an employer is entitled to shop right if its employee conceives and prefects an invention Solely during his hours of employment and using his employer's resources.
This is not the instantaneous case. I used my resources please see exhibits. (Credit card receipts) I also used my time at home, I designed during the '93-'94 ice storm off the clock. Employer would not provide pay records to refute my allegation. The employer did not show what he contributed to the invention.

See United States vs. Dubiller Condenser Corp. 289 US 178, 77 L Ed 1114, 535 Ct 554, 85 ALR 1488

See Dewey vs. American Stair Glide Corp. (Mo App) 557 SW 2d 643

ANOTHER SUPREME COURT DECISION

Hapgood vs. Hewitt 119 US 226, 30 Ed 369, SCt193 is authority for the proposition that an employee invention belongs to the employee unless the employee's contract Expressly requires him to exercise his inventive skills for his employer's benefit.

The employer did not show that I "expressly" was required to exercise my inventive skills for the employer's benefit.

Also, the employer did not show an official written job description that stated I was to modify or design electronic circuits.

The employer did not show an intellectual property agreement stating I was to assign my inventions to him.

REASONS FOR GRANTING THE WRIT

Sabotage of an airport security system used by the public should not be tolerated.

Unjust enrichment by parties engaging in the sabotage of an airport security system should not be tolerated.

CONCLUSION

Unjust enrichment by parties who stole the airport security circuit designed by fellow employee at his own expense to counteract the sabotage efforts of the above mentioned parties should not be tolerated.

Respectfully submitted

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